



East Arkansas  
Planning & Development District

August 19, 2016

City of Jonesboro  
PO Box 1845  
Jonesboro, AR 72403

Dear Harrold Perrin:

The East Arkansas Planning & Development District (EAPDD) Board of Directors approved your 2015 General Improvement Fund (GIF) application on 8/18/2016. The application to City of Jonesboro in the amount of \$7,000.00 was approved for the following purpose:

**Funds will be used to install a surveillance system.**

All grant activity for the project will be tracked and reported under **20155906**. Please note all funds should be expended within one year of 8/18/2016.

A Grant Agreement has been attached. Please review, sign, and return the **entire** 4 page grant agreement to the following:

EAPDD  
Attn: GIF Grant Program  
P.O. Box 1403  
Jonesboro, AR 72403

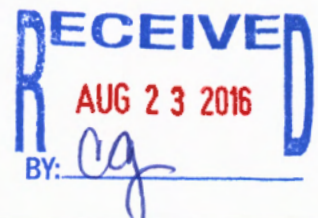
*Funding disbursement may not begin until an executed Grant Agreement is in place.* Upon receipt of the Agreement, funding will be disbursed using a Request for Payment System. A blank Request for Payment (RFP) form will be sent to you once you return your executed Grant Agreement.

As administrator of this grant program, EAPDD can work with grant recipients on a press release to announce the awarding of grant funds. If you would like assistance with this, contact the EAPDD office at the number below.

If you have any questions, please do not hesitate to contact Emily Hathcock at 870.932.3957 or email [ehathcock@eapdd.com](mailto:ehathcock@eapdd.com).

Sincerely,

Melissa Rivers  
Executive Director  
Enclosure



**East Arkansas Planning & Development District**  
**General Improvement Fund Grant Program**  
**Grant Agreement**

Grantee: City of JonesboroGrant #: 20155906Grant Amount: \$7,000.00

Purpose: Funds will be used to install a surveillance system.

**GRANTOR**

East Arkansas Planning & Development District  
PO Box 1403  
Jonesboro, AR 72403  
Phone: 870.932.3957

**GRANTEE**

City of Jonesboro  
PO Box 1845  
Jonesboro, AR 72403  
Phone: 870-336-7229

**1. PURPOSE**

This Agreement is entered into by East Arkansas Planning & Development District (EAPDD), herein referred to as Grantor, and City of Jonesboro, herein referred to as Grantee. The Grantor has received General Improvement Funds from the Arkansas General Assembly to be utilized to assist local public governmental jurisdictions and/or non-profit organizations to plan, develop, promote, and/or implement economic and community development projects/activities designed to improve the economic, community and/or social well-being of the citizens of Arkansas. Projects should complement Arkansas's Economic and Community Development Goals and Objects. The Grantee agrees to implement and complete a General Improvement Fund Program project within one year of award date and in accordance with the provisions of this Agreement. In the event that Grantee fails to fully expend such sum within such one year period as a result of unforeseen circumstances beyond the control of the Grantee, then Grantor shall have the option, in its sole discretion, to extend such expenditure period for a reasonable period of time as determined by Grantor in its sole discretion.

**2. LEGAL AUTHORITY**

By signing this Agreement the Grantee certifies that it possesses legal authority to accept grant funds under the General Improvement Fund program. The act of signing will also certify that the Grantee will comply with all parts of this Agreement, and the Grantee accepts full legal responsibility for properly implementing the project described in the original grant application documents and agrees to expend funds in accordance with the original grant application form.

**3. FINANCIAL MANGEMENT AND ACCOUNTING**

The Grantee will establish and/or maintain a financial management and accounting system, which conforms to generally accepted accounting principles and complies with requirements of the State Purchasing Law, the General Accounting and Budgetary Procedures Law, and other applicable fiscal control laws of this State and regulations promulgated by the Department of Finance and Administration shall be observed in connection with the utilization of said grant funds.

**4. RECORD KEEPING**

Grantee will maintain records of all project expenditures on file for a period of three years or until the Grantee's audit for the period in which grant funds were utilized have been conducted. The Grantor and duly authorized officials of the State will have full access and the right to examine any pertinent documents of the Grantee or persons or organizations with which the Grantee may contract, which involve transactions related to this Agreement.

**5. REPORTING**

The Grantee agrees to provide Grantor with all documentation regarding grant expenditures and a final close-out report within sixty (60) days of project completion on which grant funds have been utilized.

**6. INDEMNIFICATION**

The Grantee agrees to follow all local and state laws and regulations. Furthermore, the Grantee agrees to hold harmless and indemnify the Grantor from any and all claims, suits, and actions arising from any act, omission, noncompliance, or misuse of grant funds by the Grantee or any employee or agent in the performance of this Grant Agreement.

**7. POLITICAL ACTIVITY**

No portion of the funds provided hereunder will be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot issue.

**8. TERMINATION FOR CAUSE**

This agreement may be terminated by Grantor, in its sole discretion, in whole or in part, prior to the completion of project activities when the Grantor determines that continuation is not feasible or would not produce beneficial results commensurate with the further expenditure of funds. The Grantee will not incur new obligations for the terminated portion after the written notice from Grantor, and will cancel as many outstanding obligations as possible. The Grantor will make funds available to the Grantee to pay for allowable expenses incurred before the effective date of termination. If the Grantee fails to comply with the terms of this Agreement, or fails to use the grant for solely those purposes set forth therein, the Grantor may:

- (a) After written notice to the Grantee, suspend the grant and withhold any further payment or prohibit the Grantor from incurring additional obligations of grant funds, pending corrective action by the Grantee or a decision to terminate.
- (b) Terminate the grant, in whole or in part, at any time before the final grant payment is made. The Grantor will promptly notify the Grantee in writing of its determination to terminate, the reason for such termination, and the effective date of the termination. Payments made to the Grantee or recoveries by the Grantor will be in accordance with the legal rights and liabilities of the parties. Grantee agrees that regardless of its designation of any third party or parties to undertake all or part of the grant project, Grantee remains primarily liable and responsible for the recovery of and reimbursement to Grantor of any grant proceeds owed to Grantor as a result of any failure by the Grantee to comply with the terms of this Agreement.

**9. RECOVERY OF GRANT FUNDS**

In the event of a violation of the terms of this Agreement by the Grantee, the Grantor may institute actions to recover all or part of the project funds paid to the Grantee. Grantee shall be liable for all attorney fees and other costs incurred by Grantor in pursuing such remedies.

#### **10. ENFORCEMENT**

If the Grantor determines that a Grantee's performance fails to meet the terms and conditions of this Grant Agreement, several courses of action may be pursued in order to resolve the problem. The Grantor may take any one or more of the following actions, in its sole discretion:

- (a) Request additional information from the Grantee to verify the nature of inadequate performance;
- (b) Conduct a site visit to examine pertinent records and recommend remedial courses of action;
- (c) Issue a letter of warning, advising the Grantee of the deficiency, recommendations for corrections, date by which performance must be corrected and notice that more serious sanctions may be imposed if the situation continues or is repeated;
- (d) Suspend funding for questioned activities until remedies are effected;
- (e) Require reimbursement of funds improperly spent, including a demand that Grantee institute all necessary legal proceedings, at its expense, to recover funds improperly spent by any third party performing on behalf of the Grantee;
- (f) Institute appropriate legal actions against Grantee to recover improperly spent grant funds; and/or
- (g) Condition future receipt of EAPDD GIF Program funds upon assurances of corrective action and special conditions.

#### **11. CONFLICT OF INTEREST**

The Grantee shall secure all such services in accordance with applicable State law and the provisions of this Agreement, and shall notify the Grantor, in writing, of the method utilized to secure services, the name and address of the services provider(s), the scope of work anticipated, and the terms of compensation. No officer or employee of the Grantor, no member, officer, or employee of the Grantee or its designees or agents, no member of the governing body of the jurisdiction in which the project is undertaken or located, and no other official of such locality or localities who exercises any function or responsibilities with respect to the project during this tenure, will have any personal or pecuniary gain or interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the project assisted under this contract agreement. The Grantee will incorporate, or cause to incorporate, in all such contracts or subcontract a provision prohibiting such interest pursuant to the purpose of this provision. The Grantor reserves the right to waive certain provision of this clause in the event of a situation, once justified as unavoidable by the Grantee, and approved by the Grantor in writing which necessitates such a waiver.

#### **12. METHOD OF PAYMENT**

The Grantor shall make payment of authorized grant funds upon proper execution of this Grant Agreement by the Grantee. The Grantor reserves the right to determine the most appropriate distribution of payments, based upon the nature of the approved project. The method of payment may include either a one-time disbursement or a number of cost reimbursements based upon submitted invoices. In no

Grantee: City of Jonesboro

Grant #: 20155906

event will the total amount of grant funds to the Grantee for allowable expenses incurred in relation to the project exceed the amount noted on Page 1 of this Agreement as the Grant Amount.

**13. PROCUREMENT PROCEDURES**

The Grantee agrees to comply with all procurement procedures required by applicable State and Federal laws and will maintain a record of this compliance.

**14. MODIFICATIONS**

The Grant Agreement may not be modified, without the prior written consent of Grantor and Grantee.

**15. WAIVERS**

No conditions or provisions of the Agreement may be waived unless approved by the Grantor in writing.

This Agreement is entered into as of the Grantor's signature date below, and is considered to be in effect until the Grantor notifies the Grantee in writing that the Agreement is terminated.

Approved for the Grantor

Approved for the Grantee

BY:

BY:

East Arkansas Planning & Development  
District

City of Jonesboro

\_\_\_\_\_  
Melissa Rivers  
Executive Director

\_\_\_\_\_  
Date